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Trustee shall so determine, new bonds so modified that they will, in the opinion of the Trustee and the Board of Directors, conform to such bondholders' resolutions and consents shall be prepared, authenticated and delivered, and such new bonds shall be exchanged for bonds of the same series and maturity then outstanding hereunder, upon demand of, and without cost to, the holders thereof, upon surrender of such bonds with all unmatured coupons appertaining thereto. The Company or the Trustee may require bonds to be presented for notation or exchange as aforesaid, if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto, or of the rights and obligations of the Company or of the holders of the bonds and coupons, made by any bondholders' resolution or consent approved by the Board of Directors, may be executed by the Trustee and the Company; and upon demand of the Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, or in any such bondholders' consent, shall be executed by the Company and the Trustee. The Trustee may, subject to the provisions of § 10.01 of Article 10, receive an opinion of counsel as conclusive evidence that any such instrument or instruments comply with the conditions and provisions of this Article 14 and with the action taken at the bondholders' meeting or the terms of the bondholders' consent.

§ 14.09. Any modification or alteration of this Indenture, of any indenture supplemental hereto, and of the rights and obligations of the Company and of the holders of the bonds and coupons which could be made at a meeting of bondholders duly convened and held in accordance with the provisions of this Article 14, may also be made, without the holding of any such meeting, upon obtaining the written consent thereto of the eligible holders of such numbers of bonds of such series as would have been sufficient to have duly adopted a resolution making effective such modification or alteration. Upon obtaining any such

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"Until definitive bonds of any series are ready for delivery, there may be signed, sealed, authenticated and delivered and issued in lieu of any thereof and subject to the same provisions, limitations and conditions as are applicable thereto, one or more temporary printed, lithographed or typewritten bonds in bearer or registered form substantially of the tenor of the bonds of such series, with or without one or more coupons in the case of temporary bearer bonds, and with appropriate omissions, insertions and variations as may be required or deemed desirable, including the omission from the body of the text of such temporary bonds of the rate of interest to be borne by such bonds and the redemption prices applicable thereto; and such temporary bonds may be in such denominations as the Company may determine."

SECTION 3. Subdivision (d) of § 6.02 of Article 6 of the original indenture is hereby amended to read as follows:

"(d) Default shall be made by the Company in the due performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or any indenture supplemental hereto or in the bonds contained, and such default shall continue for a period of sixty days after written notice thereof to the Company by the Trustee or to the Company and the Trustee by the holders of not less than ten per cent. (10%) in principal amount of the bonds then outstanding; or"

SECTION 4. The first sentence of § 7.03 of Article 7 of the original indenture is hereby amended to read as follows:

"In case at any time the Trustee or any trustee or trustees hereafter appointed shall resign, or shall be removed or be dissolved or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the bonds hereby secured and then outstanding, by an instrument or con-

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written consent, a true copy thereof shall be mailed by the Trustee to the bondholders in the manner and to the extent provided in Subdivision (c) of § 11.03 of Article 11 and a copy or summary thereof shall be published by the Company at least once in an Authorized Newspaper, the first publication to be made not more than fifteen days after the date of such consent. Proof of such publication and mailing shall be given by filing with the Trustee the affidavit or affidavits of some person or persons having knowledge of the facts. No such bondholders' consent shall be binding unless approved by the Board of Directors of the Company as evidenced by a certified resolution filed with the Trustee, and any such consent of bondholders so approved shall be deemed conclusively to be binding upon the Company, the Trustee and the holders of all bonds and coupons; provided, that no such consent of the bondholders, or approval of the Board of Directors of the Company, shall in any manner be so construed as to change or modify any of the rights, duties or immunities of the Trustee without its written assent thereto.

PART FIVE

ADDITIONAL AMENDMENTS.

SECTION 1. The first sentence of § 1.10 of Article 1 of the original indenture is hereby amended to read as follows:

"The bonds from time to time shall be executed on behalf of the Company by its President or one of its Vice-Presidents, and its corporate seal, or a facsimile thereof, shall be thereunto affixed, or thereon engraved, lithographed or printed, and attested by its Secretary or one of its Assistant Secretaries."

SECTION 2. The first sentence of § 1.20 of Article 1 of the original indenture is hereby amended to read as follows:

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current instruments in writing signed by such bondholders or by their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared, that in any such event the Company by instrument executed by order of its Board of Directors may appoint a Trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized."

SECTION 5. Article 7 of the original indenture is hereby amended by the deletion therefrom, in their entirety, of §§ 7.04 and 7.05.

SECTION 6. § 7.08 of Article 7 of the original indenture is hereby amended to read as follows:

"§ 7.08. As used in this Indenture, unless otherwise indicated by the context, the term "the Trustee" shall mean Guaranty Trust Company of New York and its successors in the trusts hereunder, but not any additional Trustee appointed under the provisions of § 10.07 of Article 10 hereof unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said § 10.07 and only to the extent therein provided."

SECTION 7. Subdivision (f) of § 9.04 of Article 9 of the original indenture is hereby amended to read as follows:

"(f) to modify any of the provisions of this Indenture or to relieve the Company from any of the obligations, conditions or restrictions herein or therein contained; provided, however, that, except to the extent that any indenture supplemental hereto shall provide otherwise with respect to any modification of any of the provisions of such supplemental indenture, no such modification (other than a modification made pursuant to the provisions of Article 14 of this Indenture) shall be or become operative or effective which shall in any manner impair any of the rights of the bondholders or of the Trus-